

Remarks

This Application has been carefully reviewed in light of the Office Action mailed March 1, 2004. Claims 6, 7, 19, 21, 25, 29, 37, 39, 43, 44, 48 and 49 are pending in this application. Claims 19, 25 and 37 have been amended, without acquiescence or prejudice, to clarify the claimed invention and to advance prosecution of this Application to allowance. Applicants do not admit that these amendments were necessary as a result of any cited art. Applicants respectfully request reconsideration of the above application in view of the amendments and following remarks.

The Examiner has rejected claims 19, 25 and 37 under 35 U.S.C. § 103(a) as being unpatentable over *Pare* (U.S. Patent No. 6,230,148) in view of JCR Financial Services (*JCR*) and further in view of *Braun* (U.S. Patent No. 4,321,672). The Examiner opines that the differences between the subject matter of claims 19, 25 and 37 and the *Pare-JCR-Braun* combination would have been obvious to one of ordinary skill in the art at the time the invention was made.

Without acquiescence or prejudice, the Applicants have amended claims 19, 25 and 37 to recite “refunding to the merchant’s account one or more processing fees charged by a clearinghouse and paid by the merchant.” Support for this amendment is found on at least page six of Applicants’ specification.

At least this limitation is not disclosed, taught, or suggested by the *Pare-JCR-Braun* combination. The Examiner admits that *Pare* and *JCR* do not disclose refunding the merchant account one or more processing fees paid by the merchant. According to the Examiner, *Braun* discloses refunding the merchants account one or more processing fees paid by the merchant. *Braun* does not provide for refunding of processing fees. *Braun* discloses a “procedure[] ... used to reverse or refund a previous unit record transaction.” col. 23, ll. 26-28. “[A] unit record ... serve[s] as a traditional bank check in a conventional purchase-payment transaction.” col. 2, ll. 35-37. At best, *Braun* provides for refunding of previous transaction amounts, not fees associated with such transactions. Further, the cited combination does not teach, disclose, or suggest refunding processing fees charged by a clearinghouse. *Braun* addresses a customer’s ability to refund a previous unit transaction amount to a

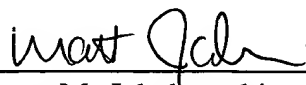
merchant. *Braun* and the other references do not provide for the refund of fees charged by a clearinghouse. For at least these reasons, claims 19, 25 and 37 are patentable over the cited combination of references and the other art of record.

Conclusion

For the foregoing reasons, Applicant believes that the Office Action of March 1, 2004 has been fully responded to. Consequently, in view of the above amendments and remarks, Applicants respectfully submit that the application is in condition for allowance, which allowance is respectfully requested. Please charge any fees or credit any overpayments as a result of the filing of this paper to our Deposit Account No. 02-3978 – a duplicate of the first page of this paper is enclosed for that purpose.

Respectfully submitted,

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